

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

[Protest Against Proposal Rejection as Technically Unacceptable]

FILE: B-196682

DATE: April 23, 1980

MATTER OF: Universal Design Systems Inc.

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DIGEST:

1. Where request for proposals required technical proposal to be sufficiently detailed to demonstrate offeror's understanding of task, proposal was properly rejected as technically unacceptable where offeror merely recited back statement of work in RFP and did not provide sufficient detail to permit technical evaluation without complete rewrite.
2. Protest contending that offeror had too short timeframe to prepare proposal, filed after closing date for receipt of proposals, is untimely under 4 C.F.R. § 20.2(b)(1) (1980), which requires protests based on improprieties apparent prior to closing date be filed prior to closing date.

Universal Design Systems Inc. (Universal) has protested the rejection of its proposal as technically unacceptable by the Bureau of Indian Affairs (BIA), Department of the Interior.

The proposal was submitted in response to solicitation No. FA0-K01-79-3276, which was for the conversion of administrative and mission-support systems from BIA's Control Data Corporation computers to IBM computers.

Initially, Universal protested that the solicitation's corporate experience requirement was restrictive and would have an adverse impact on minority business. However, during the development of the protest, proposals were submitted and evaluated, including a proposal from Universal.

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Universal's proposal was found technically unacceptable--not because it failed to comply with the corporate experience clause--but on other grounds. BIA accepted the certification since Universal certified compliance with the requirements and cited past performance of two contracts of sufficient magnitude to satisfy the clause. Accordingly, we find the protest on this point to be academic.

By letter of December 7, 1979, the contracting officer advised Universal of the rejection of its proposal and by letter of December 12, 1979, Universal protested this rejection to our Office.

The RFP, in section "C," stated, in part, regarding the content of proposals:

"B. Technical Proposal

"The technical proposal shall consist of technical and management considerations which will indicate the quality of work to be delivered under this contract. The technical section of the proposal shall cite, in detail, the resources, technical knowledge of the problem, and the plan for accomplishing the work specified in this RFP. Further, a point-by-point response to the stated deliverables in Section F is a required portion of the contractor's response. This point-by-point response to the deliverables should be in the form of a paragraph stating understanding of what is intended by the deliverable and the general approach for accomplishing the task required."

The contracting officer's rejection letter stated:

"Your technical proposal did not respond to any of these requirements. Specifically, it did not show how the conversion

would be completed. For instance, virtually all points in pages 4 through 13 of your proposal were a parroting of the deliverables required in the RFP. The only difference was where the RFP stated the 'Contractor shall', your proposal changed it to read 'U.D.S. will'. The remainder was then verbatim from the RFP. This caused your proposal to fall far short of the requirements for a point-by-point response showing your understanding of the deliverable and the general approach for accomplishing the task. Without that information, the Technical Evaluation Committee had absolutely no basis upon which to make reasonable judgements on critical items such as your understanding of the potential problems involved with this work, the proposed solutions or your ability to complete the project within the maximum time allowed, let alone within the eight months which was stated in the proposal.

"This general lack of specific information resulted in your proposal containing (a) no plan for the scheduling of tasks or subtasks, (b) no mention of either the method or duration of training, (c) no indication of expected interaction with BIA personnel, and (d) no procedures for the flow of the voluminous materials between yourself and BIA."

Therefore, Universal's proposal was rejected for failing to include sufficient detail to permit evaluation without a complete rewrite.

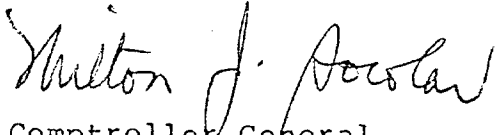
Universal argues that while its proposal may have been less detailed than others, it should have received fewer points during the evaluation rather than being rejected from further consideration. Moreover, Universal contends that because BIA refused to extend the due date for proposals, it had to prepare the proposal in a short time period since it could not begin work until BIA lessened the experience requirement.

It is the responsibility of offerors to provide adequate information for the evaluation of their proposals under the established criteria where a solicitation requires the information to be extensively detailed. Joanell Laboratories, Inc., 56 Comp. Gen. 291 (1977), 77-1 CPD 51; Servrite International, Ltd., B-187197, October 8, 1976, 76-2 CPD 325. In reviewing the rejection of proposals as technically unacceptable for informational deficiencies, this Office examines the record to determine, inter alia, how definitely the RFP called for the detailed information and the nature of the informational deficiencies, e.g., whether they tended to show that the offeror did not understand what it was required to do under the contract. Century Brass Products, Inc., B-190313, April 17, 1978, 78-1 CPD 291.

Here, the above-quoted paragraph from the RFP required a detailed point-by-point response to show an understanding of the project and the technical approach that will be utilized. We have reviewed Universal's proposal and find the contracting officer's decision to reject the proposal to have been reasonable. Universal's proposal consists only of a restatement of the statement of work required under the RFP and a three-page appendix which attempts to explain the technical approach to be employed.

Regarding the shortness of time Universal had to prepare its proposals, we find this basis of protest to be untimely under our Bid Protest Procedures (4 C.F.R. part 20 (1980)). Universal knew of the shortness of time within which to prepare its proposal from the RFP itself and should have protested prior to the closing date for receipt of initial proposals (4 C.F.R. § 20.2(b)(1) (1980)).

Accordingly, the protest is denied in part and dismissed in part.


Acting Comptroller General
of the United States